

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

CHRISTOPHER C JOHNSON
Plaintiff,
v.
RESURGENT CAPITAL
SERVICES LP.,
EXPERIAN INFORMATION
SOLUTIONS
Defendants.

CASE NO. 3:23-cv-05394-BHS

Complaint for a civil case

Jury Trial: Yes No

INTRODUCTION

1. This is a civil action for actual, statutory damages and cost brought by Christopher C. Johnson, (“Plaintiff”) an individual consumer, against defendant, Resurgent Capital Services LP., and Experian Information Solutions for violations of the Fair Credit Reporting Act, 15 U.S.C § 1681 et seq. (hereinafter “FCRA”).

BASIS OF JURISDICTION

2. Jurisdiction of this court arises under 15 U.S.C § 1681(p), 15 U.S.C. § 1692k(d) and 28 U. S. C § 1331. Venue is proper in this judicial district pursuant to 28 U.S.C. 1391(b)(1) and 28 U.S.C. § 1391(b)(2) because a substantial part of the events, omissions, or conduct giving rise to Plaintiff claim occurred in this judicial district. Defendant Resurgent Capital Services LP. and Experian Information Solutions transact business in Puyallup, Pierce County, Washington.

3. The Court has supplemental jurisdiction of any state law claims pursuant to 28 U.S.C. §1337.

PARTIES

4. Plaintiff, Christopher C. Johnson is a natural person and consumer as defined by 15 U.S.C. § 1681a(c), residing in Puyallup, Washington.

1 5. Upon information and belief, Defendant Resurgent Capital Services LP. is a South
2 Carolina corporation with its principal place of business located at 55 Beattie PL#110,
3 Greenville, SC 29601.

4 6. Defendant Resurgent Capital Services LP. is a “debt collector” as that term is defined
5 by 15 U.S.C. § 1692a(6).

6 7. Upon information and belief, Experian Information Solutions. is a California
7 corporation with its principal place of business located at 475 Anton Blvd, Mesa, CA.
8 92626..

9 8. Defendant Experian Information Solutions is a consumer reporting agency as defined
10 by 15 U.S.C. § 1681a(f).

11 9. The acts of Defendants as described in this Complaint were performed by Defendants
12 or on Defendant’s behalf by its owners, officers, agents, and/or employees acting within
13 the scope of their actual or apparent authority. As such, all references to “Defendant” in
14 this Complaint shall mean Defendants or their owners, officers, agents, and/or employees.

FACTUAL ALLEGATIONS

10 10. On or about April 07, 2023, Plaintiff reviewed his Experian consumer report.

11 11. In the report the Plaintiff observed an unauthorized inquiry from the Defendant
12 Resurgent Capital Services LP..

13 12. Defendant Resurgent Capital Services LP. unlawfully obtained the Plaintiffs Experian
14 consumer report without permissible purpose on 6/15/2022. See Exhibit A.

15 13. Defendant Experian Information Solutions unlawfully furnished Plaintiffs consumer
16 report to Defendant Resurgent Capital Services LP on 6/15/2022.

17 14. Defendant Experian Information Solutions did not use reasonable procedures to
18 certify that the user, Resurgent Capital Services LP. had permissible purpose pursuant to
19 the Fair Credit Reporting Act.

20 15. Plaintiff never initiated a consumer credit transaction with Defendant nor had an
21 account with the defendant.

22 16. At the time of the inquiry the defendant did not allegedly own an alleged account
23 with Plaintiff.

24 17. Plaintiff never entered a contract with the Defendant.

25 18. Plaintiff has the interest and right to be free from deceptive, misleading collection
26 efforts.

19. Plaintiffs have the interest and right to privacy from individuals including Defendants of unauthorized access and furnishing of personal identifiable information.

20. Plaintiff's injury is "particularized" and "actual" in that the conduct that deprived Plaintiff of his rights was directed by Defendants to Plaintiff specifically.

21. Plaintiff's injury is directly traceable to Defendant's conduct because if it wasn't for the Defendant's conduct, Plaintiff would not have been deprived of his rights.

22. Defendant's conduct as described in this Complaint was willful, with the purpose to either harm Plaintiff or with reckless disregard for the harm to Plaintiff that could result from defendants conduct.

23. Plaintiff justifiably fears that, absent this Court's intervention, defendant Resurgent Capital Services LP. will continue to use abusive, deceptive, unfair, and unlawful means in its attempts to collect alleged debts.

24. Plaintiff justifiably fears that, absent this Court's intervention, defendant Experian Information Solutions will continue to fail to certify users and ensure reports will be used for the purposes listed in section 1681b of the Fair Credit Reporting Act.

25. Plaintiff justifiably fears that, absent this Court's intervention, Defendant Resurgent Capital Services LP. will continue to access consumer reports without permissible purpose which is a violation of the Fair Credit Reporting act and an invasion of privacy.

26. The deprivation of Plaintiff's rights will be redressed by a favorable decision herein.

27. A favorable decision herein would redress Plaintiff's injury with money damages.

28. A favorable decision herein would serve to deter Defendants from further similar conduct.

COUNT 1 VIOLATION OF THE FAIR CREDIT REPORTING ACT
15 U.S.C § 1681b(f) Defendant Resurgent Capital Services LP.

29. All preceding paragraphs are realleged.

30. Defendant Resurgent Capital Services LP. actions violated 15 U.S.C § 1681b(f). Permissible Purpose.

31. The Defendant violations include but are not limited to the following:

(a) Resurgent Capital Services LP. violated 15 U.S.C § 1681b(f) by failing to have permissible purpose to obtain Plaintiff consumer report pursuant to 15 U.S.C § 1681b;

1
2 (b) Resurgent Capital Services LP. did not have a court order to obtain Plaintiff consumer
report.

3 (c) Plaintiff never gave written permission for Resurgent Capital Services LP. to obtain
his consumer report.

4 (d) Plaintiff does not have an account, which is defined under and has the same meaning
under the Electronic Funds Transfer Act 15 U.S.C § 1693a (2), with the Resurgent
5 Capital Services LP..

6 (e) Pursuant to the Electronic Funds Transfer Act 15 U.S.C § 1693a the term “account”
means a demand deposit, savings deposit, or other asset account (other than an occasional
7 or incidental credit balance in an open end credit plan as defined in section 1602(i) [1] of
this title), as described in regulations of the Bureau, established primarily for personal,
family, or household purposes, but such term does not include an account held by a
8 financial institution pursuant to a bona fide trust agreement;

9 (f) Resurgent Capital Services LP. does not have an account according to the definition
above with defendant at the time and date of inquiry and defendant has failed to prove an
10 account exists or they own or have an account with the Plaintiff..

11 32. As a result of Resurgent Capital Services LP. violations of the Fair Credit Reporting
Act, the Defendant is liable for actual and statutory damages and cost.

12 **COUNT II VIOLATION OF THE FAIR CREDIT REPORTING ACT**
15 U.S.C § 1681e(a) Defendant Experian Information Solutions.

13 33. All preceding paragraphs are realleged.

14 34. Defendant Experian Information Solutions actions violated 15 U.S.C § 1681e(a)
which required every consumer reporting agency to maintain reasonable procedures to
15 limit the furnishing of consumer reports to the purposes listed under section 1681b of this
title. “These procedures shall require that prospective users of the information identify
16 themselves, certify the purposes for which the information is sought, and certify that the
information will be used for no other purpose. Every consumer reporting agency shall
make a reasonable effort to verify the identity of a new prospective user and the uses
certified by such prospective user prior to furnishing such user a consumer report.”

18 35. Defendant Experian failed to properly certify that defendant Resurgent Capital
Services LP. had permissible purpose.

19 36. Defendant Experian failed to require the Defendant Resurgent Capital Services LP to
certify the purpose for which the Plaintiffs credit information was sought and certify that
20 it will not be used for no other purpose.

1 37. Defendant Experian failed to identify Defendant Resurgent Capital Services LP, and
2 certify the uses of Plaintiffs consumer report prior to furnishing Plaintiffs consumer
report.

3 38. As a result of the Defendant Experian Information Solutions violations of the Fair
4 Credit Reporting Act, 15 U.S.C § 1681e(a) the Defendant is liable for actual and statutory
damages and cost.
5

6 **JURY DEMAND AND PRAYER FOR RELIEF**

7 Wherefore, Plaintiff Christopher C. Johnson, respectfully demands a jury trial and
request that judgment be entered in favor or the Plaintiff against the Defendants for:

8 (a) Violating the Fair Credit Reporting act;
9 (b) Actual damages pursuant to 15 U.S.C. §
10 1681n(a)(1)(A);
11 (c) Statutory damages of \$1000 pursuant to 15 U.S.C. §
12 1681n(a)(1)(B);
13 (d) Court cost Pursuant to 15 U.S.C § 1681n(a)(2)
14 (e) For such other and further relief as the court may
15 deem just and proper.

16 **Certification and Closing**

17 Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my
knowledge, information, and belief that this complaint: (1) is not being presented for an
improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the
cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for
extending, modifying, or reversing existing law; (3) the factual contentions have
evidentiary support or, if specifically so identified, will likely have evidentiary support
after a reasonable opportunity for further investigation or discovery; and (4) the
complaint otherwise complies with the requirements of Rule 11.

18 I agree to provide the Clerk's Office with any changes to my address where case-related
papers may be served. I understand that my failure to keep a current address on file with
the Clerk's Office may result in the dismissal of my case.

19 Date: 4-30-2023

20 Signature: *Christopher C. Johnson*
21 Christopher C. Johnson
5613 121st Street Court E #1
Puyallup, WA 98373
206-331-2202
cejay80@gmail.com
4-30-2023

4/7/23, 4:57 PM

Annual Credit Report - Experian

200 SMITH 08/26/2022,
 RANCH RD, 08/24/2022,
 SAN RAFAEL 08/13/2022,
 CA 94903 08/12/2022,
 (800) 319-4433 08/09/2022,
 07/27/2022,
 07/26/2022,
 07/23/2022,
 07/14/2022,
 07/13/2022,
 07/12/2022,
 07/08/2022,
 06/24/2022,
 06/22/2022,
 06/14/2022,
 06/13/2022,
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 05/11/2022,
 04/27/2022,
 04/14/2022,
 04/12/2022 an
 d 04/11/2022

Exhibit A

10713 S
 JORDAN GTWY
 STE 100,
 SOUTH
 JORDAN UT
 84095
 (855) 226-8388

ONEMAIN

Inquired on
 04/11/2022

PO BOX 1010,
 EVANSVILLE IN
 47706
 (844) 298-9773

RESURGENT

CAPITAL
 SERVIC
 Inquired on
 06/15/2022

PO BOX 10497,
 GREENVILLE
 SC 29603
 (866) 464-1183

TRANSUNION**INTERACTIVE I**

Inquired on
 03/26/2023,
 02/27/2023,
 02/20/2023,
 11/20/2022 an
 d 10/10/2022

TRUELINK

Inquired on
 06/14/2022,
 06/13/2022,
 06/12/2022,
 06/09/2022,
 05/25/2022,
 05/17/2022,
 05/14/2022,